

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

IN RE: THE MARRIAGE OF:

CASE NO.: 2023-DR-000346-O

WILMARI ECKERSON,
Petitioner,
and

ROBERT G. ECKERSON, JR.,
Respondent.

_____ /

FINAL JUDGMENT OF DISSOLUTION OF MARRIAGE

THIS CAUSE having come before this Honorable Court upon the Petitioner's Verified Petition For Dissolution Of Marriage And Other Relief, and this Court having reviewed the pleadings and being otherwise duly advised in the premises, makes the following findings of fact:

1. **JURISDICTION.** This Court has jurisdiction of the parties hereto and the subject matter hereof.
2. **RESIDENCY.** The Petitioner has been a continuous resident of the State of Florida for more than six (6) months immediately prior to the filing of the Verified Petition for Dissolution of Marriage And Other Relief.
3. **NON-MILITARY SERVICE.** Neither of the parties are persons in the military services of the United States as defined by the Amended Soldier's and Sailor's Civil Relief Act of 1970.
4. **DATE OF MARRIAGE.** The parties were lawfully married to each other on June 20, 2008, in Kissimmee, Osceola County, Florida.
5. **SEPARATION.** The parties separated on May 19, 2022.
6. **GROUND.** The marriage between the parties is irretrievably broken.
7. **CHILDREN.** The Parties have two (2) minor children to wit: A.T.E., son, born 04/27/2008; L.J.E., son, born 06/27/2014. There are no other minor or dependent children

born to or adopted by the parties, none are contemplated, and none are expected.

8. **MARITAL SETTLEMENT AGREEMENT**. The Parties have freely and voluntarily entered into a Marital Settlement Agreement dated March 13, 2024, and filed with the court on March 24, 2024, with the intent to be bound by the terms therein. Both parties have consented to entry of a final judgment without hearing.
9. **PARENTING PLAN**. The Parties have freely and voluntarily entered into a Parenting Plan dated March 13, 2024, and filed with the court on March 24, 2024, with the intent to be bound by the terms therein.
10. **JOINT STIPULATION**. The Parties have freely and voluntarily entered into a Joint Stipulation dated March 21, 2024, and filed with the court on March 24, 2024, with the intent to be bound by the terms therein.
11. Said Marital Settlement Agreement, Parenting Plan, and Joint Stipulation, resolves all matters pending in this action.
12. **NAME CHANGE**. The Petitioner does not request a name change.

It is THEREUPON ORDERED AND ADJUDGED as follows:

- A. **MARRIAGE DISSOLVED**: The marriage between the Petitioner, WILMARI ECKERSON, and the Respondent, ROBERT G. ECKERSON, JR., is hereby dissolved.
- B. **MARITAL SETTLEMENT AGREEMENT RATIFIED**. The parties are hereby ordered to comply with all provisions of the Marital Settlement Agreement dated March 13, 2024 and filed with this court on March 24, 2024. Said Marital Settlement Agreement is hereby approved, ratified, and confirmed in whole and in part, and is incorporated and made part of this Final Judgment of Dissolution of Marriage. The obligations and covenants of the Marital Settlement Agreement shall survive this Final Judgment of Dissolution of Marriage and shall not merge therein and may be enforced

independent of this Judgment.

- C. **PARENTING PLAN RATIFIED.** The parties are hereby ordered to comply with all provisions of the Parenting Plan dated March 13, 2024, and filed with this court on March 24, 2024. Said Parenting Plan is hereby approved, ratified, and confirmed in whole and in part, and is incorporated and made part of this Final Judgment of Dissolution of Marriage. The obligations and covenants of the Parenting Plan shall survive this Final Judgment of Dissolution of Marriage and shall not merge therein and may be enforced independent of this Judgment.
- D. **JOINT STIPULATION RATIFIED.** The parties are hereby ordered to comply with all provisions of the Joint Stipulation dated March 21, 2024, and filed with this court on March 24, 2024. Said Joint Stipulation is hereby approved, ratified, and confirmed in whole and in part, and is incorporated and made part of this Final Judgment of Dissolution of Marriage. The obligations and covenants of the Joint Stipulation shall survive this Final Judgment of Dissolution of Marriage and shall not merge therein and may be enforced independent of this Judgment.
- E. **CHILD SUPPORT.** As of June 30, 2024, the Husband is current on child support and no retroactive child support is due.

The Husband shall pay to the Wife the sum of \$1,092.00 per month for the support and maintenance of the minor children of the parties beginning on March 1, 2024.

Commencing July 2024 Husband's pro-rata payments shall be delivered directly to the Wife until such payments can be made through the State of Florida Disbursements Unit. Commencing on August 1st 2024, Husband's pro-rata payments shall be made through the State of Florida Disbursement Unit and every month thereafter until a child marries, becomes self-supporting, dies, enters military service, permanently departs the

residence of the Wife, or reaches the age of eighteen, whichever event first occurs. It is anticipated that the eldest child will graduate high school on May 31, 2026. So long as the eldest child graduates from high school on or before May 31, 2026, then child support shall terminate as of May 31, 2026. However, if the child is dependent in fact, is between the ages of 18 and 19, and is still in high school with a full-time curriculum after May 31, 2026, with a reasonable expectation of graduating in May 2027, said child support shall continue until May 31, 2027. Should the child no longer be so enrolled in high school, it shall end effectively on that date and any child support paid after that date shall be returned. In no instance will it extend beyond May 31, 2027

Commencing on June 1, 2026, the Husband shall pay to the Wife the sum of \$704.00 per month for the parties' remaining minor child until the minor child reaches the age of eighteen (18) years, or is married, dies, becomes emancipated and self-supporting or enters military service. Child Support shall end on his on L.G.E.'s 18th birthday, however, if the child, reaches his eighteenth birthday and has not graduated from high school, said support shall continue until graduation from high school if the child, is still enrolled in a full-time curriculum and has a reasonable expectation of graduating by the age of nineteen (19) years, in which case it would end by May 31, 2033. Should the child no longer be so enrolled in high school, it shall end effectively on that date and any child support paid after that date shall be returned. In no instance will it extend beyond May 31, 2033.

The child support described herein shall cease automatically, and without the necessity of a Court order, when the duty for paying child support for both children end as set forth above.

F. **ALIMONY.** The Husband shall pay to the Wife non-modifiable alimony for seven (7) years, in the amount of One Thousand Dollars (\$1,000.00) per month commencing on March 1, 2024.

Husband has paid in full his alimony obligation from March 1, 2024 through June 30, 2024. Husband shall make the pro-rata alimony payments directly to Wife in July 2024.. The Husband shall pay the payment that comes due on August 1, 2024 (pro-rata), and all future payments, to the State of Florida Disbursement Unit each and every month until the Husband's duty to pay alimony under this Paragraph shall end. An Income Withholding Order shall be entered simultaneously with the entry of the Final Judgment in this action.

The alimony cannot be modified to raise the amount or add to the duration. If Wife remarries the alimony obligation shall be immediately ended forever. If Wife enters into a supportive relationship as defined by Florida law, the Husband can petition the court. The payments will continue to come due on the 1st day of every month thereafter until the Wife dies, the Husband dies, Wife remarries, or Husband involuntarily underemployed, whichever event first occurs. The Husband shall deliver said payments to the State of Florida Disbursement Unit in full through income deduction order each and every month until the Husband's duty to pay alimony under this Paragraph shall end.

G. **PAYMENTS TO FLSDU.** The child and spousal support payments to the Florida State Disbursement Unit described above, plus the sum of FOUR PERCENT (4%) of each payment or FIVE DOLLARS AND TWENTY-FIVE CENTS (\$5.25), with a minimum of \$1.25 and a maximum of \$5.25 (which assessment might be changed from time to time), shall be paid by the Husband through an Income Deduction Order and

an Income Withholding Order to the State of Florida Disbursement Unit, P.O. Box 8500, Tallahassee, Florida, 32314-8500. Written notice of any changes in mailing or residence address will be filed with the Clerk of the Court and the State of Florida Disbursement Unit within five (5) days from said change, and copies of said notices will be served on the other party.

H. **TAX CREDIT/DEPENDENCY EXEMPTION.** The Wife shall be entitled to claim the minor child A.T.E. for tax purposes for the 2023 tax year and each year thereafter until only one child remains qualifies to be claimed for tax purposes. The Husband shall be entitled to claim the minor child L.J.E. for tax purposes for the 2023 tax year and each year thereafter until only one child remains qualifies to be claimed for tax purposes. When only one child remains qualified to be claimed for tax purposes, the parties shall then alternate the dependency exemption and the related tax benefits for the remaining child, with the Wife claiming the child for even numbered tax years and the Husband claiming for odd numbered tax years.

I. **EQUITABLE DISTRIBUTION.** The parties agree to an equitable distribution of the assets of the marriage as follows:

a. **Vehicles.** The Parties presently own two (2) vehicles and a motorcycle, a 2017 Honda Civic, a 2020 Acura RDX, and a 2017 Harley Davidson Road Glide.

i. The Wife shall retain exclusive ownership, use and possession of the 2020 Acura RDX. The Husband shall sign any documentation necessary to transfer the title of said vehicles to the Wife's sole and separate name. The Wife shall be responsible for any and all expenses and insurance for this vehicle in her possession and shall hold the

- Husband harmless from any such obligation related to this vehicle.
- ii. The Husband shall retain exclusive ownership, use and possession of the 2017 Honda Civic. The Wife shall sign any documentation necessary to transfer the title of said vehicles to the Husband's sole and separate name. The Husband shall be responsible for any and all expenses and insurance for this vehicle in his possession and shall hold the Wife harmless from any such obligation related to this vehicle.
 - iii. The Husband shall retain exclusive ownership, use and possession of the 2017 Harley Davidson Road Glide motorcycle. The Wife shall sign any documentation necessary to transfer the title to the Husband's sole and separate name. The Husband shall be responsible for any and all debt, expenses, and insurance for this motorcycle in his possession and shall hold the Wife harmless from any such obligation related to this motorcycle.
- b. **Bank Account.** The parties agree to divide the bank account as follows:
- i. **Wife's Bank Accounts.** The Wife shall retain one hundred percent (100%) of the bank accounts listed solely in her name. The Husband waives any and all interest he may claim in the Wife's bank accounts.
 - ii. **Husband's Bank Accounts.** The Husband shall retain one hundred percent (100%) of the bank accounts listed solely in his name. The Wife waives any and all interest she may claim in the Husband's bank accounts.
- c. **Investment Accounts.**

- i. Wife's Investment Account. The Wife shall retain one hundred percent (100%) of any and all funds in any and all investment accounts held solely in her name. The Husband waives any and all interest he may claim in said investment accounts.
 - ii. Husband's Investment Account. The Husband shall retain one hundred percent (100%) of any and all funds in any and all investment accounts held solely in his name. The Wife waives any and all interest she may claim in said investment accounts.
- d. **Retirement Accounts.**
- i. Wife's Retirement Accounts. The Wife shall retain one hundred percent (100%) of any and all funds in her retirement accounts. The Husband waives any and all interest he may claim in the Wife's retirement accounts.
 - ii. Husband's Retirement Account. The Husband's Teamster-UPS National 401k Tax Deferred Savings Plan shall be shared as follows: For the purpose of equitable distribution, the Husband shall pay the Wife Three Thousand Dollars (\$3,000.00) from the Husband's Teamster-UPS National 401k Tax Deferred Savings Plan via QDRO. The parties agree to use Matthew Lundy, Esquire for the drafting and preparation of the QDRO within thirty (30) days of entering into this Agreement. The Husband shall pay the cost of preparation of the QDRO to effectuate said transfer to the Wife.
- e. **Furniture, Furnishings, And Personal Property.**
- i. It is agreed and understood between the parties that they have made

a just division of their personal effects, clothing, household furniture, furnishings, and equipment, except as may be otherwise specifically stated herein, and that such property shall constitute the sole and exclusive property of the party in possession of any such asset.

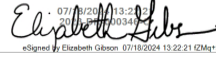
J. **DEBTS.**

- a. **Individual Debts:** Both parties agree and stipulate that each party shall be responsible for any and all personal loans, business loans, credit card debt, medical debt, IRS/Tax debts, or other debts presently existing in his or her own individual names.
- b. In the event there is a third-party claim because of a default or non-payment by the party assuming responsibility for a debt under the Marital Settlement Agreement, and the other party has to incur additional attorney's fees, costs and damages to defend that third-party case, then the defaulting party shall be responsible for said fees, costs and damages.

K. **FULL DISCLOSURE.** Each of the parties represents and states each to the other that each has made a full and complete disclosure to the other of his or her current financial condition and of his or her personal state of health.

L. **JURISDICTION RETAINED.** This Court expressly retains jurisdiction of this cause for the purposes of enforcing, construing, interpreting, or modifying the terms of this Final Judgment and the terms of the Marital Settlement Agreement entered into by the parties herein.

DONE and ORDERED in Chambers at Orlando, Orange County, Florida on this 18th day of
July 2024.


eSigned by: Elizabeth Gibson 07/18/2024 13:22:21 (ZMa+3vE)

The Honorable Elizabeth Gibson
Circuit Court Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via
U.S. Mail or via e-filing portal to the parties listed below on this 18th day of
July 2024, to the below named individuals.

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Megan Swain, Judicial Assistant

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